

EXHIBIT A

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FILED

Superior Court of California
County of Los Angeles

09/11/2023

David W. Slayton, Executive Officer / Clerk of Court

By: N. Osollo Deputy

Attorneys for Plaintiff America Chung Nam, LLC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AMERICA CHUNG NAM, LLC,

Plaintiff,

v.

MITSUI O.S.K. LINES, LTD., MOL
(AMERICAS) LLC, and MOL DRYBULK,
LTD.,

Defendants.

CASE NO. 23STCV19358

UNLIMITED CIVIL ACTION

FIRST AMENDED COMPLAINT FOR:

- 1. Violations of Bus. & Prof. Code, § 17200
*et seq.***
- 2. Violations of Bus. & Prof. Code, § 17500
*et seq.***
- 3. Promissory Fraud**
- 4. Negligent Misrepresentation**
- 5. Negligence**
- 6. Unjust Enrichment**

JURY TRIAL DEMANDED

Plaintiff America Chung Nam, LLC (“ACN”), by and through its attorneys, hereby alleges for its First Amended Complaint against Mitsui O.S.K. Lines, Ltd., MOL (Americas) LLC and MOL Drybulk, Ltd. (together “MOL”) as follows:

INTRODUCTION

1
2 1. This case arises from the unfair, unlawful and fraudulent business practices of MOL,
3 one of the largest ocean carrier companies in the world, and one of the few that operate a highly
4 specialized form of carrier designed to transport wood chips. MOL exploited its market power and
5 the extraordinary circumstances caused by the COVID-19 pandemic to charge ACN an
6 unconscionable price to charter MOL's wood chip vessels for transport to China, then demanded that
7 ACN use those vessels during the height of pandemic lockdowns in China, at the risk of exposing
8 ACN's personnel to COVID-19, and at the risk of violating China's COVID-19 restrictions.

9 2. ACN is a leading exporter in the United States of recycled paper products to China.
10 ACN's business includes exporting wood chips to paper mills in China.

11 3. In early 2021, ACN began negotiating with MOL to charter MOL's vessels for use in
12 the export of ACN's wood chips to the Port of Dongguan in China.

13 4. Prior to and during the parties' negotiations, MOL represented that it was committed
14 to ensuring the safety of ACN's goods and personnel during the ongoing COVID-19 pandemic,
15 complying with all applicable laws, and acting with the highest ethical standards. MOL also
16 represented that it would work with ACN as a customer and business partner to mitigate any
17 challenges ACN may face as a result of the pandemic.

18 5. However, MOL's conduct thereafter showed that MOL had no intention of honoring
19 these commitments. Far from acting with the highest ethical standards, MOL used its market power
20 over the wood chip shipping industry, and exploited the COVID-19 pandemic, to charge ACN an
21 unconscionable price to charter MOL's vessels. That price was dramatically and unjustifiably higher
22 than the price that MOL had charged prior to the pandemic, thereby violating California's laws that
23 prohibit price gouging during a State of Emergency. MOL insisted upon that price knowing full well
24 that ACN had no choice but to agree due to MOL's control over the wood chip shipping market.

25 6. After ACN agreed to purchase MOL's wood chip transportation services, multiple
26 surges of COVID-19 spread across China in late 2021 and 2022. In response to rising infection rates,
27 the Chinese government issued laws that imposed city-wide lockdowns and mass quarantines across
28 the country, including the city of Dongguan. As a result, ACN could not use MOL's vessels to

1 export wood chips to China during this time because doing so risked the health and safety of ACN's
2 personnel, and also risked violating China's "Zero-COVID-19" laws that suspended business
3 operations and restricted the movement of people and goods in Dongguan. Rather than work with
4 ACN to mitigate the impact from these restrictions, as MOL had previously represented, MOL
5 instead attempted to force ACN to use MOL's vessels during the height of pandemic lockdowns in
6 China in violation of China's COVID-19 laws. In doing so, MOL also revealed that its prior
7 representations to ensure the health and safety of ACN's personnel were false. Instead, MOL insisted
8 that ACN use MOL's vessels, even though doing so placed ACN's personnel at risk of contracting
9 COVID-19.

10 7. In short, MOL falsely enticed ACN into business with MOL, claiming that MOL
11 would act fairly, honestly and ethically. Instead, MOL used its market dominance and the
12 extraordinary circumstances of the COVID-19 pandemic to demand unconscionable rates and terms
13 from ACN. And when COVID surged and the Chinese government prevented ACN from conducting
14 business activities in China, MOL insisted that ACN pay for services that were never delivered,
15 costing ACN tens of millions of dollars. MOL's unfair, unlawful and fraudulent business practices
16 violate, among other things: California's unfair competition laws set forth in section 17200 *et seq.* of
17 the California Business and Professions Code; section 396 of the California Penal Code; and the
18 Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and interpreted by the
19 Federal Maritime Commission's Interpretive Rule on Demurrage and Detention Under the Shipping
20 Act (including factors related to the reasonableness of practices and costs associated with delays
21 caused by COVID, among other things).

22 **PARTIES**

23 8. Plaintiff America Chung Nam, LLC is a limited liability company organized and
24 existing under the laws of the state of California, with its principal place of business located in Los
25 Angeles County, California.

26 9. Defendant Mitsui O.S.K. Lines, Limited ("Mitsui O.S.K.") is a Japanese company.
27 Mitsui O.S.K. has subsidiaries acting as its agents in the United States and has offices throughout the
28 country, including an office in Long Beach, California. MOL—directly and/or through its

1 subsidiaries—offered carrier services, including chartered use of its wood chips, to shippers in the
2 United States, including ACN.

3 10. Defendant MOL (Americas) LLC is a limited liability company organized and existing
4 under the laws of the state of New Jersey, with its principal place of business located in Woodbridge,
5 New Jersey.

6 11. Defendant MOL Drybulk, Limited (“MOL Drybulk”) is a Japanese company and a
7 subsidiary of Mitsui O.S.K. MOL Drybulk operates Mitsui O.S.K.’s wood chip carrier division.

8 **JURISDICTION AND VENUE**

9 12. This action falls within the unlimited civil jurisdiction of this Court because the
10 amount in controversy exceeds \$25,000, exclusive of interest, costs, and attorneys’ fees.

11 13. This Court has personal jurisdiction over Defendants pursuant to California Code of
12 Civil Procedure section 410.10 because (a) Defendants have such substantial business activities in
13 California as to be fairly regarded as being at home in this state and (b) Defendants purposefully
14 engaged in activities within California sufficient to constitute minimum contacts with the State of
15 California, and this action arises out of or relates to the Defendants’ contacts.

16 14. Venue is proper in this Court pursuant to California Code of Civil Procedure section
17 395. Plaintiff is a California limited liability company with its primary place of business in this
18 county, and the Defendants do not reside in this state.

19 **FACTUAL ALLEGATIONS**

20 15. Founded in 1990 by Chinese entrepreneurs, ACN is a leading American exporter of
21 fiber sources to paper mills in China and other nations, where those fiber sources are then converted
22 into fiberboard, cardboard and packaging. ACN sources its raw materials through exclusive
23 relationships with recycling facilities, waste management companies, and distribution centers across
24 the United States.

25 16. On March 4, 2020, the state of California issued a Proclamation of a State of
26 Emergency in light of the emergent COVID-19 pandemic.

1 17. Section 396(b) of the California Penal Code expressly prohibits entities that sell
2 transportation and freight services from engaging in price gouging following the declaration of a
3 national, state or local emergency:

4 (b) Upon the proclamation of a state of emergency declared by the President of the
5 United States or the Governor, or upon the declaration of a local emergency by an
6 official, board, or other governing body vested with authority to make that declaration
7 in any county, city, or city and county, and for a period of 30 days following that
8 proclamation or declaration, it is unlawful for a person, contractor, business, or other
9 entity to sell or offer to sell . . . transportation, freight, and storage services . . . for a
price of more than 10 percent greater than the price charged by that person for those
goods or services immediately prior to the proclamation or declaration of emergency,
or prior to a date set in the proclamation or declaration.

10 18. On April 3, 2020, the state of California issued Executive Order N-44-20. Paragraph 1
11 of Executive Order N-44-20 provides that “[a]ll prohibitions against price gouging set forth in
12 [section 396(b) of the California Penal Code] shall be in effect through September 4, 2020.”

13 19. On September 3, 2020, the State of California issued Executive Order N-78-20, which
14 extended the expiration date set forth in paragraph 1 of Executive Order N-44-20 from September 4,
15 2020, to March 4, 2021.

16 20. California’s COVID-19 State of Emergency remained in effect until February 28,
17 2023.

18 21. On March 13, 2020, the President of the United States issued Proclamation 9994,
19 which declared a national emergency concerning the COVID-19 pandemic. The national emergency
20 remained in effect until May 11, 2023.

21 22. In late 2020 and early 2021, ACN began searching for an ocean carrier from which it
22 could charter vessels to ship wood chips to China. The wood chip transnational shipping industry is a
23 highly specialized segment of the charter industry. Because wood chips become unusable if they dry
24 out, they can only be transported in temperature and humidity-controlled shipping vessels that are
25 specially designed to transport these materials. There are relatively few ocean carriers in the world
26 that operate such vessels or offer them to third parties for chartered use. MOL is the dominant ocean
27 carrier in the wood chip vessel charter industry. MOL’s wood chip carrier business constitutes part
28

1 of its larger drybulk business division, which specializes in the transportation of dry cargoes such as
2 wood chips, iron ore and coal.

3 23. As an ocean carrier, MOL is subject to the laws set forth in the Shipping Act of 1984,
4 certain provisions of which were amended by the Ocean Shipping Reform Act of 1998, and
5 interpreted by Rules issued by the Federal Maritime Commission (“FMC”).

6 24. Section 41102(c) of the Shipping Act provides:

7 (c) Practices in handling property.--A common carrier, marine terminal operator, or
8 ocean transportation intermediary may not fail to establish, observe, and enforce just
9 and reasonable regulations and practices relating to or connected with receiving,
handling, storing, or delivering property.

10 46 U.S.C. § 41102(c). The FMC’s Rule interpreting the required elements of section 41102(c) is
11 codified as 46 C.F.R. § 545.4. The FMC’s Rule interpreting 46 U.S.C. § 41102(c) in the context of
12 demurrage and detention fees is codified as 46 C.F.R. § 545.5.

13 25. Section 41102(d)(2)(B) of the Shipping Act provides:

14 (d) Retaliation and other discriminatory actions.--A common carrier, marine terminal
15 operator, or ocean transportation intermediary, acting alone or in conjunction with any
16 other person, directly or indirectly, may not . . . resort to any other unfair or unjustly
discriminatory action for . . . any . . . reason.

17 46 U.S.C. § 41102(d)(2)(B).

18 26. In 2021, MOL was one of the largest ocean carriers of wood chips and had control
19 over the wood chip shipping market. Notwithstanding its dominant market position, MOL’s drybulk
20 business suffered significant economic losses in 2020 as a result of a decreased demand for drybulk
21 vessels and transportation services during the pandemic.

22 27. In January 2021, ACN began negotiating to purchase MOL’s services to transport
23 ACN’s wood chips to the Port of Dongguan in China. At that time, MOL was essentially the only
24 carrier with wood chip vessels available for ACN to use.

25 28. To entice ACN to do business with MOL, MOL represented that it had the expertise to
26 ship ACN’s goods to China. MOL promoted its services by claiming that it operated “the world’s
27 largest fleet of dry bulk carriers[,] [which include the types of carriers used to transport wood chips],
28 providing stable transport services that meet a full range of customer needs, with versatile bulk

1 carriers that can accommodate a wide variety of cargoes and various types of dedicated vessels built
2 from the design stage for the most economical and efficient transport in consideration of the
3 characteristics of the specific cargo and the conditions of the loading and unloading ports.”

4 29. MOL also marketed its shipping services to ACN by claiming that it had developed a
5 culture of safety, which employs techniques designed to achieve “the world’s highest standards of
6 safe operation.” Those representations were part of an aggressive campaign by MOL to restore the
7 company’s image following the collisions of two of its vessels, the first of which—the *Nippon*
8 *Maru*—collided with a U.S. Naval Base in Guam, causing millions of dollars in damages, and the
9 second of which—the *Wakashio*—ran aground off the coast of Mauritius, causing one of the worst oil
10 spills and environmental disasters in Mauritius’ history.

11 30. In an effort to reassure its current and potential customers following these incidents,
12 MOL publicly touted its values with, among other representations, the acronym “CHARTS,” which
13 includes:

14 **Honest** -- Do the right thing. Keep compliance as a Top Priority. Ensure that actions
15 comply with social norms and the highest ethical standards.

16 **Accountability** -- Commit to acting with a sense of ownership. Tackle tasks with a
17 sense of ownership and in cooperation with stakeholders.

18 **Reliability** -- Gain the trust of stakeholders. See things from the customers’
19 perspective, and deliver service that exceeds their expectations. Seize the initiative in
20 social issues and take responsibility for your behavior.

21

22 **Safety** -- Pursue the world’s highest level of safety culture. Maintain a safety-first
23 attitude and strive to reinforce safety awareness. Return to basics by comprehending
24 workplace safety.

25 31. MOL also advertised that its “compl[iance] with laws and international rules” was a
26 “[r]esponsibility [that MOL] [f]ulfilled” with its customers.

27 32. As the pandemic unfolded, MOL doubled down on these representations by repeatedly
28 issuing press releases to reassure its current and prospective customers (described as business
partners) of MOL’s commitment to maintaining safe operations during the pandemic. These press
releases also reassured current customers and/or business partners that MOL would work with them
to mitigate any issue caused by the pandemic. For example, on March 9, 2020 and March 19, 2020,

1 MOL issued press releases stating that the company “mak[es] its top priority the health and safety of
2 customers” On April 3, 2020, MOL issued a press release stating its commitment to “ensur[ing]
3 the operational safety and navigation and stable transportation of vessels operated in our company.”
4 The press release further stated that “MOL’s mission still stands . . . and we aim in balancing efforts
5 to prevent the spread of infection with meeting customer demand and providing stress-free services
6 through safe and stable transportation.” On May 29, 2020 and June 17, 2020, MOL issued press
7 releases stating that it “will continue to give top priority . . . to ensur[ing] the safety of its officers,
8 employees and related parties,” “will continue to contribute to the society and global economic
9 growth and development though safe and stable transportation,” and will work to “avoid
10 inconvenience to . . . business partners and related parties.” On July 29, 2020 and November 30,
11 2020, MOL issued press releases reiterating that it would “continue to give top priority . . . to
12 ensur[ing] the safety of its officers, employees and related parties.” Those press release also stated
13 that “MOL will take all possible measures not to cause any inconvenience to our business partners
14 and related parties.”

15 33. During the course of the parties’ negotiations, MOL insisted that it charge ACN a
16 dramatically higher price to charter MOL’s wood chip vessels than MOL had charged prior to the
17 pandemic. The increase in MOL’s price could not have been directly attributable to any additional
18 costs associated with labor or material used to provide the wood chip vessels to ACN for chartered
19 use.

20 34. Believing MOL’s representations related to its commitment to safety and cooperation,
21 as well as believing MOL’s representations that its price was the fair market rate, ACN agreed to
22 purchase MOL’s transportation services.

23 35. That agreement charged ACN an unconscionable price, totaling nearly \$45 million, to
24 charter MOL’s wood chip vessels.

25 36. Upon information and belief, MOL brazenly exploited its dominant position in the
26 market for wood chip vessels to artificially inflate the price it charged ACN. MOL did so in order to
27 recoup the financial losses it suffered to its drybulk business during the pandemic, knowing full well
28

1 that ACN urgently needed to charter a wood chip vessel as soon as possible in order to itself avoid
2 severe economic losses.

3 37. This type of market manipulation has long been a centerpiece of MOL's business
4 playbook. For decades, MOL has been the target of a number of regulatory actions in countries
5 around the world that have accused MOL of engaging in illegal price fixing and other violations of
6 antitrust laws. For example, between 2015 and 2017, regulatory agencies in the United States, China,
7 Mexico, India, South Korea, and Peru, among other countries, fined MOL and other ocean carriers
8 after finding that these carriers had colluded to raise the rates on shipments of cars, trucks, and
9 construction machinery across five shipping routes for a period of at least four years, in violation of
10 each country's antitrust laws. In 2000, the European Commission fined MOL and other carriers for
11 entering into an agreement not to offer discounts from their published tariffs. In 2014, MOL's
12 affiliate, MOL Logistics (Japan) Co. Ltd., agreed to plead guilty and to pay a \$1.84 million criminal
13 fine for its role in a conspiracy to fix certain fees in connection with the provision of air freight
14 services from Japan to the United States.

15 38. In the months following July 2021, COVID-19 cases surged around the world, and in
16 China in particular. In an effort to stem the rising tide of infections, and in accordance with its "Zero-
17 COVID-19" policy, the Chinese government began to expand its use of city-wide lockdowns and
18 mass quarantines that required businesses to shut down and severely restricted the movement of
19 people and goods. The extent to which such stringent measures were employed was both arbitrary
20 and unpredictable. Such measures also severely impacted the continued operation of China's ports
21 and businesses. For example, in August 2021, the Chinese government terminated all inbound and
22 outbound services at the Meishan terminal at the Port of Ningbo-Zhoushan—the third busiest port in
23 the world—until further notice after a single worker at the port tested positive for COVID-19. And
24 even when the ports were allowed to continue to operate, restrictions on movement prevented ships
25 from offloading cargo because truck drivers were prohibited from travelling to and from the loading
26 docks.

27 39. In March 2022, the Chinese government issued a policy that imposed a city-wide
28 lockdown on Dongguan. This policy ordered businesses in areas reporting local cases to stop

1 production. The policy also ordered employees of businesses to work from home and locked down
2 residential areas, permitting only necessary activities such as buying groceries and taking virus tests.
3 Strict testing requirements for truck drivers also prevented the transport of goods to and from loading
4 docks. In light of these restrictions, ACN was unable to transport its wood chips to the Port of
5 Dongguan, without potentially violating China's COVID-19 laws.

6 40. Given the unpredictable state of China's COVID-19 policies, and the ever-present
7 threat that a renewed surge in infections would prompt another city-wide lockdown, ACN remained
8 at risk of violating China's COVID-19 laws throughout the relevant time period.

9 41. Furthermore, any shipments made by ACN during this time period would have
10 endangered the health and safety of its personnel by exposing them to the COVID-19 virus.

11 42. Against this backdrop, ACN halted any attempts to use MOL's vessels to transport
12 wood chips to China. ACN had several discussions with MOL with respect to suspending MOL's
13 services because it was impossible to use MOL's vessels without violating Chinese laws and putting
14 ACN's personnel at risk. Given MOL's repeated statements during and prior to the pandemic that it
15 was committed to ensuring the "health and safety of [its] customers," and that it would "take all
16 possible measures not to cause any inconvenience to [its] business partners," ACN had been misled
17 into believing the truth of these representations. Indeed, MOL had reiterated these exact statements
18 as recently as October 1, 2021, a few months before China imposed a city-wide lockdown on
19 Dongguan. ACN therefore believed that MOL would be willing to work together to devise a way
20 forward that would ensure the safety of ACN's goods and personnel, comply with all applicable laws,
21 and charge ACN a fair market price for MOL's services.

22 43. Instead, the opposite proved to be true. MOL insisted that it was entitled to the entire
23 \$45 million it charged ACN to use its vessels, even though that price was unconscionable. MOL also
24 revealed that its prior commitments to prioritize the safety of ACN's personnel during the pandemic,
25 and to refrain from causing further inconvenience to ACN, were no more than empty words. Indeed,
26 MOL insisted that ACN continue to pay for MOL's services, thereby forcing ACN into an impossible
27 Catch-22: ACN could either refrain from using MOL's vessels in order to protect the health and
28 safety of its personnel, but lose millions of dollars in unrecouped charter fees by doing so, or ACN

could use MOL's vessels to transport its wood chips to China, and in doing so, endanger the health and safety of its personnel and risk violating China's COVID-19 laws. After MOL refused to honor its earlier representations and after ACN paid MOL an inflated price for shipping services that were never provided, ACN was forced to seek this remedy for MOL's unfair, unlawful and fraudulent business practices in violation of, among other things, section 396 of the California Penal Code, sections 41102(c) and 41102(d)(2)(B) of the Shipping Act of 1984, and sections 17200 *et seq.* and 17500 of the California Business and Professions Code.

FIRST CAUSE OF ACTION

Unfair Competition Pursuant to Bus. & Prof. Code § 17200 *et seq.*

44. ACN incorporates the foregoing allegations as if fully set forth herein.

45. California Business and Professions Code § 17200 prohibits any "unlawful, unfair or fraudulent business act or practice."

46. MOL fraudulently induced ACN to purchase MOL's services. MOL also charged and continues to charge ACN an unconscionable price to charter MOL's wood chip vessels even though ACN could not use those vessels without risking the health and safety of its personnel, and risking violations of China's COVID-19 restrictions. MOL's conduct as alleged herein constitutes unfair business acts that are immoral, unethical, oppressive, unscrupulous, and substantially injurious to ACN. ACN was harmed as a result of MOL's unfair conduct. That harm was not outweighed by any countervailing benefits to ACN or competition, and was not something that ACN could have reasonably avoided.

47. This conduct also constitutes unlawful business acts. MOL violated section 396 of the California Penal Code by offering to sell its transportation / freight services to ACN at a price that was more than 10% greater than the price MOL charged for those services prior to March 2020. The higher price charged by MOL was not directly attributable to additional costs imposed on MOL by any third-party supplier, and not directly attributable to additional costs for labor or materials used to provide these services during the state of emergency in California and in the United States. This higher price was more than 10 percent greater than the total cost to MOL plus the markup

1 customarily applied by MOL for these services in the usual course of business immediately prior to
2 the onset of the state of emergency in California and the United States.

3 48. In engaging in the aforementioned conduct, MOL also unfairly and unjustly failed to
4 establish, observe, and enforce just and reasonable regulations and practices relating to or connected
5 with receiving, handling, storing, or delivering property, in violation of sections 41102(c) and
6 41102(d)(2)(B) of the Shipping Act of 1984, as amended by the Ocean Reform Act of 1998, and as
7 interpreted by the FMC's interpretative rules.

8 49. MOL's conduct as alleged herein also constitutes fraudulent business practices. MOL
9 engaged in unfair, deceptive, untrue, and misleading advertising when it represented that MOL had
10 the expertise to ship ACN's goods to China. MOL's marketing materials stated that it operates "the
11 world's largest fleet of dry bulk carriers[,] [which include the types of carriers used to transport wood
12 chips], providing stable transport services that meet a full range of customer needs, with versatile
13 bulk carriers that can accommodate a wide variety of cargoes and various types of dedicated vessels
14 built from the design stage for the most economical and efficient transport in consideration of the
15 characteristics of the specific cargo and the conditions of the loading and unloading ports."

16 50. MOL also engaged in unfair, deceptive, untrue, and misleading advertising when it
17 marketed its shipping services to ACN by claiming that it had developed a culture of safety, which
18 employs techniques designed to achieve "the world's highest standards of safe operation." MOL also
19 publicly touted its values with, among other representations, the acronym "CHARTS," as described
20 herein. MOL also repeatedly issued press releases to reassure its current and prospective customers /
21 business partners of MOL's commitment to maintaining safe operations during the pandemic. These
22 press releases also reassured current customers / business partners that MOL would work with them
23 to mitigate any inconvenience caused by the pandemic.

24 51. ACN relied upon MOL's fraudulent advertising when it agreed to purchase MOL's
25 services. MOL's fraudulent advertising was likely to mislead a reasonable person and members of
26 the public.

52. ACN was harmed as a direct result of MOL's unfair, unlawful, and fraudulent business practices because ACN was forced to pay for the use of MOL's wood chip vessels when, in reality, ACN could not use those vessels for the reasons alleged herein.

53. ACN is entitled to equitable relief and restitution in an amount to be determined at trial.

SECOND CAUSE OF ACTION

False and Misleading Statements Pursuant to Bus. & Prof. Code § 17500 *et seq.*

54. ACN incorporates the foregoing allegations in paragraphs 1 - 41 as if fully set forth herein.

55. Among other things, California Business and Professions Code § 17500 prohibits any making any false or misleading statement in connection with the promotion of the sale of any services.

56. MOL has made, and continues to make, false and misleading statements in connection with the promotion of its services, including MOL's claims that:

- a. It operates “the world’s largest fleet of dry bulk carriers[,] [which include the types of carriers used to transport wood chips], providing stable transport services that meet a full range of customer needs, with versatile bulk carriers that can accommodate a wide variety of cargoes and various types of dedicated vessels built from the design stage for the most economical and efficient transport in consideration of the characteristics of the specific cargo and the conditions of the loading and unloading ports.”
- b. It had developed a culture of safety, which employs techniques designed to achieve “the world’s highest standards of safe operation” including its publicly touted values reflected in the acronym “CHARTS,” as described herein.
- c. It is committed to maintaining safe operations during the pandemic, and it would work with customers to mitigate any inconvenience caused by the pandemic.

1 d. It observes and enforces just and reasonable regulations and practices relating
2 to or connected with receiving, handling, storing, or delivering property, which
3 includes complying with all applicable laws, including California Penal Code
4 section 396 and sections 41102(c) and 41102(d)(2)(B) of the Shipping Act of
5 1984, as amended by the Ocean Reform Act of 1998, and as interpreted by the
6 FMC's interpretative rules.

7 e. Its "compl[iance] with laws and international rules" was a "[r]esponsibility
8 [that MOL] [f]ulfilled" with its customers.

9 57. ACN, and other California residents, rely on MOL's fraudulent advertising when
10 agreeing to purchase MOL's services. MOL's false and misleading advertising was likely to mislead
11 a reasonable person and members of the public.

12 58. ACN was harmed as a direct result of MOL's false and misleading statements as
13 alleged herein.

14 59. ACN is entitled to equitable relief, including public injunctive relief, and restitution in
15 an amount to be determined at trial.

16 **THIRD CAUSE OF ACTION**

17 **Promissory Fraud**

18 60. ACN incorporates the foregoing allegations in paragraphs 1–41 as if fully set forth
19 herein.

20 61. ACN agreed to purchase MOL's transportation / freight services in 2021 based on
21 MOL's promises.

22 62. In order to induce ACN to purchase its services, MOL represented that it had the
23 expertise to ship ACN's goods to China. In marketing its services, MOL's materials stated that it
24 operates "the world's largest fleet of dry bulk carriers[,] [which include the types of carriers used to
25 transport wood chips], providing stable transport services that meet a full range of customer needs,
26 with versatile bulk carriers that can accommodate a wide variety of cargoes and various types of
27 dedicated vessels built from the design stage for the most economical and efficient transport in
28

1 consideration of the characteristics of the specific cargo and the conditions of the loading and
2 unloading ports.”

3 63. MOL also marketed its shipping services to ACN by claiming that it had developed a
4 culture of safety, which employs techniques designed to achieve “the world’s highest standards of
5 safe operation.”

6 64. MOL also touted its values with, among other representations, the acronym
7 “CHARTS,” as described herein.

8 MOL also advertised that its “compl[iance] with laws and international rules” was a
9 “[r]esponsibility [that MOL] [f]ulfilled” with its customers.

10 65. MOL also repeatedly issued press releases to reassure its current and prospective
11 customers (including ACN) of MOL’s commitment to maintaining safe operations during the
12 pandemic. These press releases also reassured current customers / business partners that MOL would
13 work with them to mitigate any inconvenience caused by the pandemic. For example, on March 9,
14 2020 and March 19, 2020, MOL issued press releases stating that the company “mak[es] its top
15 priority and the health and safety of customers” On April 3, 2020, MOL issued a press release
16 stating its commitment to “ensur[ing] the operational safety and navigation and stable transportation
17 of vessels operated in our company.” The press release further stated that “MOL’s mission still
18 stands . . . and we aim in balancing efforts to prevent the spread of infection with meeting customer
19 demand and providing stress-free services through safe and stable transportation.” On May 29, 2020
20 and June 17, 2020, MOL issued press releases stating that it “will continue to give top priority and to
21 ensure the safety of its officers, employees and related parties” and “will continue to contribute to the
22 society and global economic growth and development though safe and stable transportation,” and will
23 work to “avoid inconvenience to . . . business partners and related parties.” On July 29, 2020 and
24 November 30, 2020, MOL issued press releases reiterating that it would “continue to give top priority
25 and to ensure the safety of its officers, employees and related parties.” Those press releases also
26 stated that “MOL will take all possible measures not to cause any inconvenience to our business
27 partners and related parties.”

28 66. MOL did not intend to uphold any of these promises when MOL made them.

1 67. MOL intended for ACN to rely on these promises.

2 68. ACN reasonably relied on these promises when it agreed to purchase MOL's services.

3 69. After ACN agreed to purchase MOL's services, MOL failed to uphold these promises
4 by insisting that ACN use MOL's wood chip vessels during the height of pandemic lockdowns in
5 China, in potential violation of China's COVID-19 restrictions. MOL also failed to uphold these
6 promises when it continued to charge ACN an unconscionable price to charter MOL's vessels, when
7 it was impossible for ACN to do so without the risk of endangering its personnel or violating China's
8 COVID-19 restrictions.

9 70. ACN was harmed a result of MOL's conduct because, among other things, ACN was
10 forced to pay for the use of MOL's wood chip vessels when, in reality, ACN could not use those
11 vessels for the reasons alleged herein.

12 71. ACN's reliance on MOL's promises is a substantial factor in causing ACN's harm.
13 ACN is entitled to equitable relief and damages in an amount to be determined at trial.

14 **FOURTH CAUSE OF ACTION**

15 **Negligent Misrepresentation**

16 72. ACN incorporates the foregoing allegations in paragraphs 1 – 41 as if fully set forth
17 herein.

18 73. MOL represented to ACN that it had the expertise to ship ACN's goods to China.
19 MOL's corporate brochure stated that it operates "the world's largest fleet of dry bulk carriers[,]
20 [which include the types of carriers used to transport wood chips], providing stable transport services
21 that meet a full range of customer needs, with versatile bulk carriers that can accommodate a wide
22 variety of cargoes and various types of dedicated vessels built from the design stage for the most
23 economical and efficient transport in consideration of the characteristics of the specific cargo and the
24 conditions of the loading and unloading ports."

25 74. MOL also marketed its shipping services to ACN by claiming that it had developed a
26 culture of safety, which employs techniques designed to achieve "the world's highest standards of
27 safe operation."
28

1 75. MOL also touted its values with, among other representations, the acronym
2 “CHARTS,” as described herein.

3 MOL also advertised that its “compl[iance] with laws and international rules” was a
4 “[r]esponsibility [that MOL] [f]ulfilled” with its customers.

5 76. MOL also repeatedly issued press releases to reassure its current and prospective
6 customers (including ACN) of MOL’s commitment to maintaining safe operations during the
7 pandemic. These press releases also reassured current customers (referred to as “business partners”)
8 that MOL would work with them to mitigate any inconvenience caused by the pandemic. For
9 example, on March 9, 2020 and March 19, 2020, MOL issued press releases stating that the company
10 “mak[es] its top priority and the health and safety of customers” On April 3, 2020, MOL issued
11 a press release stating its commitment to “ensur[ing] the operational safety and navigation and stable
12 transportation of vessels operated in our company.” The press release further stated that “MOL’s
13 mission still stands . . . and we aim in balancing efforts to prevent the spread of infection with
14 meeting customer demand and providing stress-free services through safe and stable transportation.”
15 On May 29, 2020 and June 17, 2020, MOL issued press releases stating that it “will continue to give
16 top priority and to ensure the safety of its officers, employees and related parties” and “will continue
17 to contribute to the society and global economic growth and development though safe and stable
18 transportation,” and will work to “avoid inconvenience to . . . business partners and related parties.”
19 On July 29, 2020 and November 30, 2020, MOL issued press releases reiterating that it would
20 “continue to give top priority and to ensure the safety of its officers, employees and related parties.”
21 Those press release also stated that “MOL will take all possible measures not to cause any
22 inconvenience to our business partners and related parties.”

23 77. MOL’s aforementioned representations were not true. Contrary to these
24 representations, MOL insisted that ACN use MOL’s wood chip vessels during the height of pandemic
25 lockdowns in China, in potential violation of China’s COVID-19 restrictions. MOL also continued to
26 charge ACN an unconscionable price to charter MOL’s vessels, when it was impossible for ACN to
27 do so without the risk of endangering its personnel or violating China’s COVID-19 restrictions.
28

1 78. MOL owed ACN a duty not to make these misrepresentations because they were
2 conveyed in a commercial setting for business purposes, and MOL was a party to a business
3 transaction with ACN.

4 79. MOL had no reasonable grounds to believe these misrepresentations were true when it
5 made them.

6 80. MOL made these misrepresentations with the intent that ACN rely on them.

7 81. ACN reasonably relied on these misrepresentations.

8 82. ACN was harmed a result of MOL's conduct because, among other things, it was
9 forced to pay for the use of MOL's wood chip vessels when, in reality, ACN could not use those
10 vessels for the reasons alleged herein.

11 83. ACN's reliance on MOL's misrepresentations is a substantial factor in causing ACN's
12 harm.

13 84. ACN is entitled to equitable relief and damages in an amount to be determined at trial.

14 **FIFTH CAUSE OF ACTION**

15 **Negligence**

16 85. ACN incorporates the foregoing allegations in paragraph 1–41 as if fully set forth
17 herein.

18 86. MOL owed ACN a duty to act fairly and reasonably in compliance with standard
19 business practices in the shipping industry, and the laws of California and the United States,
20 including, among other things, section 396 of the California Penal Code; sections 41102(c) and
21 41102(d)(2)(B) of the Shipping Act of 1984, as amended by the Ocean Reform Act of 1998, and as
22 interpreted by the FMC's interpretative rules; and section 17200 *et seq.* of the California Business
23 and Professions Code.

24 87. MOL breached that duty of care by charging ACN an unconscionable fee to charter
25 MOL's wood chip vessels, and by insisting that ACN use those vessels at the risk of endangering
26 ACN's personnel and at the risk of violating COVID-19 restrictions in China. MOL's violation of law
27 in connection with the conduct described herein constitutes negligence per se.
28

88. ACN was harmed as a result of MOL's conduct because, among other things, ACN was forced to pay for the use of MOL's wood chip vessels when, in reality, ACN could not use those vessels for the reasons alleged herein.

89. ACN is entitled to compensatory damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

Unjust Enrichment

90. ACN incorporates the foregoing allegations in paragraphs 1–41 as if fully set forth herein.

91. ACN paid MOL for MOL to provide transportation / freight services.

92. ACN could not use those transportation / freight services for the reasons alleged herein.

93. It is unjust and unfair for MOL to retain ACN's payments for MOL's services, when MOL did not provide any service to ACN and ACN could not use those services for the reasons alleged herein.

94. ACN is entitled to restitution in an amount to be determined at trial

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment for Plaintiff and against Defendants, as follows:

- A. For compensatory damages in an amount to be proven at trial;
- B. For restitution in an amount to be proven at trial;
- C. For equitable relief, including an injunction prohibiting MOL from continuing to demand performance of its unconscionable agreement for shipping services and its related unfair and unlawful business practices;
- D. For a public injunction prohibiting MOL's ongoing false and deceptive conduct;
- E. For an award of pre-judgment and post-judgment interest for the maximum amount allowed by law;
- F. For an award of costs;
- G. For an award of reasonable attorneys' fees; and
- H. For any and all other relief the Court deems just and proper.

DATED: September 11, 2023

GIBSON, DUNN & CRUTCHER LLP
JAMES J. FARRELL
DIANE CHAN
ZACHARY A. KADY

By: /s/ James J. Farrell
James J. Farrell

Attorneys for Plaintiff America Chung Nam, LLC

EXHIBIT B

SUMMONS on First Amended Complaint (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Mitsui O.S.K. Lines, Ltd., MOL (Americas) LLC and MOL Drybulk, Ltd.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

America Chung Nam, LLC

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/11/2023 6:16 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Marks, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

23STCV19358

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

James J. Farrell, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, (212) 351-4000

DATE:

(Fecha) 09/11/2023

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) Y. Marks (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

EXHIBIT C

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ZKady@gibsondunn.com

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New York, NY 10166-0193

Telephone: (212) 351-4000

Facsimile: (212) 351-4035

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/14/2023 4:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

Attorneys for Plaintiff America Chung Nam, LLC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AMERICA CHUNG NAM, LLC,

Plaintiff,

v.

MITSUI O.S.K. Lines, LTD. and MOL
(Americas) LLC,

Defendants.

CASE NO. 23STCV19358

UNLIMITED CIVIL ACTION

COMPLAINT FOR:

1. **Violations of Bus. & Prof. Code, § 17200
et seq.**
2. **Promissory Fraud**
3. **Negligent Misrepresentation**
4. **Negligence**
5. **Unjust Enrichment**

JURY TRIAL DEMANDED

Plaintiff America Chung Nam, LLC (“ACN”), by and through its attorneys, hereby alleges for its complaint against Mitsui O.S.K. Lines, Ltd. and MOL (Americas) LLC (together “MOL”) as follows:

INTRODUCTION

1. This case arises from the unfair, unlawful and fraudulent business practices of MOL, one of the largest ocean carrier companies in the world, and one of the few that operate a highly specialized form of carrier designed to transport wood chips. MOL exploited its market power and

1 the extraordinary circumstances caused by the COVID-19 pandemic to charge ACN an
2 unconscionable price to charter MOL's wood chip vessels for transport to China, then demanded that
3 ACN use those vessels during the height of pandemic lockdowns in China, at the risk of exposing
4 ACN's personnel to COVID-19, and at the risk of violating China's COVID-19 restrictions.

5 2. ACN is a leading exporter in the United States of recycled paper products to China.
6 ACN's business includes exporting wood chips to paper mills in China.

7 3. In early 2021, ACN began negotiating with MOL to charter MOL's vessels for use in
8 the export of ACN's wood chips to the Port of Dongguan in China.

9 4. Prior to and during the parties' negotiations, MOL represented that it was committed
10 to ensuring the safety of ACN's goods and personnel during the ongoing COVID-19 pandemic,
11 complying with all applicable laws, and acting with the highest ethical standards. MOL also
12 represented that it would work with ACN as a customer and business partner to mitigate any
13 challenges ACN may face as a result of the pandemic.

14 5. However, MOL's conduct thereafter showed that MOL had no intention of honoring
15 these commitments. Far from acting with the highest ethical standards, MOL used its market power
16 over the wood chip shipping industry, and exploited the COVID-19 pandemic, to charge ACN an
17 unconscionable price to charter MOL's vessels. That price was dramatically and unjustifiably higher
18 than the price that MOL had charged prior to the pandemic, thereby violating California's laws that
19 prohibit price gouging during a State of Emergency. MOL insisted upon that price knowing full well
20 that ACN had no choice but to agree due to MOL's control over the wood chip shipping market.

21 6. After ACN agreed to purchase MOL's wood chip transportation services, multiple
22 surges of COVID-19 spread across China in late 2021 and 2022. In response to rising infection rates,
23 the Chinese government issued laws that imposed city-wide lockdowns and mass quarantines across
24 the country, including the city of Dongguan. As a result, ACN could not use MOL's vessels to
25 export wood chips to China during this time because doing so risked the health and safety of ACN's
26 personnel, and also risked violating China's "Zero-COVID-19" laws that suspended business
27 operations and restricted the movement of people and goods in Dongguan. Rather than work with
28 ACN to mitigate the impact from these restrictions, as MOL had previously represented, MOL

1 instead attempted to force ACN to use MOL's vessels during the height of pandemic lockdowns in
2 China in violation of China's COVID-19 laws. In doing so, MOL also revealed that its prior
3 representations to ensure the health and safety of ACN's personnel were false. Instead, MOL insisted
4 that ACN use MOL's vessels, even though doing so placed ACN's personnel at risk of contracting
5 COVID-19.

6 7. In short, MOL falsely enticed ACN into business with MOL, claiming that MOL
7 would act fairly, honestly and ethically. Instead, MOL used its market dominance and the
8 extraordinary circumstances of the COVID-19 pandemic to demand unconscionable rates and terms
9 from ACN. And when COVID surged and the Chinese government prevented ACN from conducting
10 business activities in China, MOL insisted that ACN pay for services that were never delivered,
11 costing ACN tens of millions of dollars. MOL's unfair, unlawful and fraudulent business practices
12 violate, among other things: California's unfair competition laws set forth in section 17200 *et seq.* of
13 the California Business and Professions Code; section 396 of the California Penal Code; and the
14 Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and interpreted by the
15 Federal Maritime Commission's Interpretive Rule on Demurrage and Detention Under the Shipping
16 Act (including factors related to the reasonableness of practices and costs associated with delays
17 caused by COVID, among other things).

18 PARTIES

19 8. Plaintiff America Chung Nam, LLC is a limited liability company organized and
20 existing under the laws of the state of California, with its principal place of business located in Los
21 Angeles County, California.

22 9. Defendant Mitsui O.S.K. Lines, Limited is a Japanese company. MOL has
23 subsidiaries acting as its agents in the United States and has offices throughout the country, including
24 an office in Long Beach, California. MOL—directly and/or through its subsidiaries—offered carrier
25 services, including chartered use of its wood chips, to shippers in the United States, including ACN.

26 10. Defendant MOL (Americas) LLC is a limited liability company organized and existing
27 under the laws of the state of New Jersey, with its principal place of business located in Woodbridge,
28 New Jersey.

JURISDICTION AND VENUE

11. This action falls within the unlimited civil jurisdiction of this Court because the amount in controversy exceeds \$25,000, exclusive of interest, costs, and attorneys' fees.

12. This Court has personal jurisdiction over Defendants pursuant to California Code of Civil Procedure section 410.10 because (a) Defendants have such substantial business activities in California as to be fairly regarded as being at home in this state and (b) Defendants purposefully engaged in activities within California sufficient to constitute minimum contacts with the State of California, and this action arises out of or relates to the Defendants' contacts.

13. Venue is proper in this Court pursuant to California Code of Civil Procedure section 395. Plaintiff is a California limited liability company with its primary place of business in this county, and the Defendants do not reside in this state.

FACTUAL ALLEGATIONS

14. Founded in 1990 by Chinese entrepreneurs, ACN is a leading American exporter of fiber sources to paper mills in China and other nations, where those fiber sources are then converted into fiberboard, cardboard and packaging. ACN sources its raw materials through exclusive relationships with recycling facilities, waste management companies, and distribution centers across the United States.

15. On March 4, 2020, the state of California issued a Proclamation of a State of Emergency in light of the emergent COVID-19 pandemic.

16. Section 396(b) of the California Penal Code expressly prohibits entities that sell transportation and freight services from engaging in price gouging following the declaration of a national, state or local emergency:

(b) Upon the proclamation of a state of emergency declared by the President of the United States or the Governor, or upon the declaration of a local emergency by an official, board, or other governing body vested with authority to make that declaration in any county, city, or city and county, and for a period of 30 days following that proclamation or declaration, it is unlawful for a person, contractor, business, or other entity to sell or offer to sell . . . transportation, freight, and storage services . . . for a price of more than 10 percent greater than the price charged by that person for those goods or services immediately prior to the proclamation or declaration of emergency, or prior to a date set in the proclamation or declaration.

1 17. On April 3, 2020, the state of California issued Executive Order N-44-20. Paragraph 1
2 of Executive Order N-44-20 provides that “[a]ll prohibitions against price gouging set forth in
3 [section 396(b) of the California Penal Code] shall be in effect through September 4, 2020.”

4 18. On September 3, 2020, the State of California issued Executive Order N-78-20, which
5 extended the expiration date set forth in paragraph 1 of Executive Order N-44-20 from September 4,
6 2020, to March 4, 2021.

7 19. California’s COVID-19 State of Emergency remained in effect until February 28,
8 2023.

9 20. On March 13, 2020, the President of the United States issued Proclamation 9994,
10 which declared a national emergency concerning the COVID-19 pandemic. The national emergency
11 remained in effect until May 11, 2023.

12 21. In late 2020 and early 2021, ACN began searching for an ocean carrier from which it
13 could charter vessels to ship wood chips to China. The wood chip transnational shipping industry is a
14 highly specialized segment of the charter industry. Because wood chips become unusable if they dry
15 out, they can only be transported in temperature and humidity-controlled shipping vessels that are
16 specially designed to transport these materials. There are relatively few ocean carriers in the world
17 that operate such vessels or offer them to third parties for chartered use. MOL is the dominant ocean
18 carrier in the wood chip vessel charter industry.

19 22. As an ocean carrier, MOL is subject to the laws set forth in the Shipping Act of 1984,
20 certain provisions of which were amended by the Ocean Shipping Reform Act of 1998, and
21 interpreted by Rules issued by the Federal Maritime Commission (“FMC”).

22 23. Section 41102(c) of the Shipping Act provides:

23 (c) Practices in handling property.--A common carrier, marine terminal operator, or
24 ocean transportation intermediary may not fail to establish, observe, and enforce just
25 and reasonable regulations and practices relating to or connected with receiving,
handling, storing, or delivering property.

26 46 U.S.C. § 41102(c). The FMC’s Rule interpreting the required elements of section 41102(c) is
27 codified as 46 C.F.R. § 545.4. The FMC’s Rule interpreting 46 U.S.C. § 41102(c) in the context of
28 demurrage and detention fees is codified as 46 C.F.R. § 545.5.

24. Section 41102(d)(2)(B) of the Shipping Act provides:

(d) Retaliation and other discriminatory actions.--A common carrier, marine terminal operator, or ocean transportation intermediary, acting alone or in conjunction with any other person, directly or indirectly, may not . . . resort to any other unfair or unjustly discriminatory action for . . . any . . . reason.

46 U.S.C. § 41102(d)(2)(B).

25. In 2021, MOL was one of the largest ocean carrier of wood chips and had control over the wood chip shipping market.

26. In January 2021, ACN began negotiating to purchase MOL's services to transport ACN's wood chips to the Port of Dongguan in China. At that time, MOL was essentially the only carrier with wood chip vessels available for ACN to use.

27. To entice ACN to do business with MOL, MOL represented that it had the expertise to ship ACN's goods to China. MOL promoted its services by claiming that it operated "the world's largest fleet of dry bulk carriers[,] [which include the types of carriers used to transport wood chips], providing stable transport services that meet a full range of customer needs, with versatile bulk carriers that can accommodate a wide variety of cargoes and various types of dedicated vessels built from the design stage for the most economical and efficient transport in consideration of the characteristics of the specific cargo and the conditions of the loading and unloading ports."

28. MOL also marketed its shipping services to ACN by claiming that it had developed a culture of safety, which employs techniques designed to achieve "the world's highest standards of safe operation." In fact, MOL publicly touted its values with, among other representations, the acronym "CHARTS," which includes:

Honest -- Do the right thing. Keep compliance as a Top Priority. Ensure that actions comply with social norms and the highest ethical standards.

Accountability -- Commit to acting with a sense of ownership. Tackle tasks with a sense of ownership and in cooperation with stakeholders.

Reliability -- Gain the trust of stakeholders. See things from the customers' perspective, and deliver service that exceeds their expectations. Seize the initiative in social issues and take responsibility for your behavior.

....

1 Safety -- Pursue the world's highest level of safety culture. Maintain a safety-first
2 attitude and strive to reinforce safety awareness. Return to basics by comprehending
3 workplace safety.

4 29. As the pandemic unfolded, MOL doubled down on these representations by repeatedly
5 issuing press releases to reassure its current and prospective customers (described as business
6 partners) of MOL's commitment to maintaining safe operations during the pandemic. These press
7 releases also reassured current customers and/or business partners that MOL would work with them
8 to mitigate any issue caused by the pandemic. For example, on March 9, 2020 and March 19, 2020,
9 MOL issued press releases stating that the company "mak[es] its top priority the health and safety of
10 customers" On April 3, 2020, MOL issued a press release stating its commitment to "ensur[ing]
11 the operational safety and navigation and stable transportation of vessels operated in our company."
12 The press release further stated that "MOL's mission still stands . . . and we aim in balancing efforts
13 to prevent the spread of infection with meeting customer demand and providing stress-free services
14 through safe and stable transportation." On May 29, 2020 and June 17, 2020, MOL issued press
15 releases stating that it "will continue to give top priority . . . to ensur[ing] the safety of its officers,
16 employees and related parties," "will continue to contribute to the society and global economic
17 growth and development though safe and stable transportation," and will work to "avoid
18 inconvenience to . . . business partners and related parties." On July 29, 2020 and November 30,
19 2020, MOL issued press releases reiterating that it would "continue to give top priority . . . to
20 ensur[ing] the safety of its officers, employees and related parties." Those press release also stated
21 that "MOL will take all possible measures not to cause any inconvenience to our business partners
22 and related parties."

23 30. During the course of the parties' negotiations, MOL insisted that it charge ACN a
24 dramatically higher price to charter MOL's wood chip vessels than MOL had charged prior to the
25 pandemic. The increase in MOL's price could not have been directly attributable to any additional
26 costs associated with labor or material used to provide the wood chip vessels to ACN for chartered
27 use.
28

1 31. Believing MOL's representations related to its commitment to safety and cooperation,
2 as well as believing MOL's representations that its price was the fair market rate, ACN agreed to
3 purchase MOL's transportation services.

4 32. That agreement charged ACN an unconscionable price, totaling nearly \$45 million, to
5 charter MOL's wood chip vessels.

6 33. Upon information and belief, MOL brazenly exploited its dominant position in the
7 market for wood chip vessels to artificially inflate the price it charged ACN. MOL did so knowing
8 full well that ACN urgently needed to charter a wood chip vessel as soon as possible in order to avoid
9 severe economic losses.

10 34. This type of market manipulation has long been a centerpiece of MOL's business
11 playbook. For decades, MOL has been the target of a number of regulatory actions in countries
12 around the world that have accused MOL of engaging in illegal price fixing and other violations of
13 antitrust laws. For example, between 2015 and 2017, regulatory agencies in the United States, China,
14 Mexico, India, South Korea, and Peru, among other countries, fined MOL and other ocean carriers
15 after finding that these carriers had colluded to raise the rates on shipments of cars, trucks, and
16 construction machinery across five shipping routes for a period of at least four years, in violation of
17 each country's antitrust laws. In 2000, the European Commission fined MOL and other carriers for
18 entering into an agreement not to offer discounts from their published tariffs. In 2014, MOL's
19 affiliate, MOL Logistics (Japan) Co. Ltd., agreed to plead guilty and to pay a \$1.84 million criminal
20 fine for its role in a conspiracy to fix certain fees in connection with the provision of air freight
21 services from Japan to the United States.

22 35. In the months following July 2021, COVID-19 cases surged around the world, and in
23 China in particular. In an effort to stem the rising tide of infections, and in accordance with its "Zero-
24 COVID-19" policy, the Chinese government began to expand its use of city-wide lockdowns and
25 mass quarantines that required businesses to shut down and severely restricted the movement of
26 people and goods. The extent to which such stringent measures were employed was both arbitrary
27 and unpredictable. Such measures also severely impacted the continued operation of China's ports
28 and businesses. For example, in August 2021, the Chinese government terminated all inbound and

1 outbound services at the Meishan terminal at the Port of Ningbo-Zhoushan—the third busiest port in
2 the world—until further notice after a single worker at the port tested positive for COVID-19. And
3 even when the ports were allowed to continue to operate, restrictions on movement prevented ships
4 from offloading cargo because truck drivers were prohibited from travelling to and from the loading
5 docks.

6 36. In March 2022, the Chinese government issued a policy that imposed a city-wide
7 lockdown on Dongguan. This policy ordered businesses in areas reporting local cases to stop
8 production. The policy also ordered employees of businesses to work from home and locked down
9 residential areas, permitting only necessary activities such as buying groceries and taking virus tests.
10 Strict testing requirements for truck drivers also prevented the transport of goods to and from loading
11 docks. In light of these restrictions, ACN was unable to transport its wood chips to the Port of
12 Dongguan, without potentially violating China’s COVID-19 laws.

13 37. Given the unpredictable state of China’s COVID-19 policies, and the ever-present
14 threat that a renewed surge in infections would prompt another city-wide lockdown, ACN remained
15 at risk of violating China’s COVID-19 laws throughout the relevant time period.

16 38. Furthermore, any shipments made by ACN during this time period would have
17 endangered the health and safety of its personnel by exposing them to the COVID-19 virus.

18 39. Against this backdrop, ACN halted any attempts to use MOL’s vessels to transport
19 wood chips to China. ACN had several discussions with MOL with respect to suspending MOL’s
20 services because it was impossible to use MOL’s vessels without violating Chinese laws and putting
21 ACN’s personnel at risk. Given MOL’s repeated statements during and prior to the pandemic that it
22 was committed to ensuring the “health and safety of [its] customers,” and that it would “take all
23 possible measures not to cause any inconvenience to [its] business partners,” ACN had been misled
24 into believing the truth of these representations. Indeed, MOL had reiterated these exact statements
25 as recently as October 1, 2021, a few months before China imposed a city-wide lockdown on
26 Dongguan. ACN therefore believed that MOL would be willing to work together to devise a way
27 forward that would ensure the safety of ACN’s goods and personnel, comply with all applicable laws,
28 and charge ACN a fair market price for MOL’s services.

40. Instead, the opposite proved to be true. MOL insisted that it was entitled to the entire \$45 million it charged ACN to use its vessels, even though that price was unconscionable. MOL also revealed that its prior commitments to prioritize the safety of ACN's personnel during the pandemic, and to refrain from causing further inconvenience to ACN, were no more than empty words. Indeed, MOL insisted that ACN continue to pay for MOL's services, thereby forcing ACN into an impossible Catch-22: ACN could either refrain from using MOL's vessels in order to protect the health and safety of its personnel, but lose millions of dollars in unrecouped charter fees by doing so, or ACN could use MOL's vessels to transport its wood chips to China, and in doing so, endanger the health and safety of its personnel and risk violating China's COVID-19 laws. After MOL refused to honor its earlier representations and after ACN paid MOL an inflated price for shipping services that were never provided, ACN was forced to seek this remedy for MOL's unfair, unlawful and fraudulent business practices in violation of, among other things, section 396 of the California Penal Code, sections 41102(c) and 41102(d)(2)(B) of the Shipping Act of 1984, and section 17200 *et seq.* of the California Business and Professions Code.

FIRST CAUSE OF ACTION

Unfair Competition Pursuant to Bus. & Prof. Code § 17200 *et seq.*

41. ACN incorporates the foregoing allegations as if fully set forth herein.

42. California Business and Professions Code § 17200 prohibits any “unlawful, unfair or fraudulent business act or practice.”

43. MOL fraudulently induced ACN to purchase MOL's services. MOL also charged and continues to charge ACN an unconscionable price to charter MOL's wood chip vessels even though ACN could not use those vessels without risking the health and safety of its personnel, and risking violations of China's COVID-19 restrictions. MOL's conduct as alleged herein constitutes unfair business acts that are immoral, unethical, oppressive, unscrupulous, and substantially injurious to ACN. ACN was harmed as a result of MOL's unfair conduct. That harm was not outweighed by any countervailing benefits to ACN or competition, and was not something that ACN could have reasonably avoided.

1 44. This conduct also constitutes unlawful business acts. MOL violated section 396 of the
2 California Penal Code by offering to sell its transportation / freight services to ACN at a price that
3 was more than 10% greater than the price MOL charged for those services prior to March 2020. The
4 higher price charged by MOL was not directly attributable to additional costs imposed on MOL by
5 any third-party supplier, and not directly attributable to additional costs for labor or materials used to
6 provide these services during the state of emergency in California and in the United States. This
7 higher price was more than 10 percent greater than the total cost to MOL plus the markup
8 customarily applied by MOL for these services in the usual course of business immediately prior to
9 the onset of the state of emergency in California and the United States.

10 45. In engaging in the aforementioned conduct, MOL also unfairly and unjustly failed to
11 establish, observe, and enforce just and reasonable regulations and practices relating to or connected
12 with receiving, handling, storing, or delivering property, in violation of sections 41102(c) and
13 41102(d)(2)(B) of the Shipping Act of 1984, as amended by the Ocean Reform Act of 1998, and as
14 interpreted by the FMC's interpretative rules.

15 46. MOL's conduct as alleged herein also constitutes fraudulent business practices. MOL
16 engaged in unfair, deceptive, untrue, and misleading advertising when it represented that MOL had
17 the expertise to ship ACN's goods to China. MOL's marketing materials stated that it operates "the
18 world's largest fleet of dry bulk carriers[,] [which include the types of carriers used to transport wood
19 chips], providing stable transport services that meet a full range of customer needs, with versatile
20 bulk carriers that can accommodate a wide variety of cargoes and various types of dedicated vessels
21 built from the design stage for the most economical and efficient transport in consideration of the
22 characteristics of the specific cargo and the conditions of the loading and unloading ports."

23 47. MOL also engaged in unfair, deceptive, untrue, and misleading advertising when it
24 marketed its shipping services to ACN by claiming that it had developed a culture of safety, which
25 employs techniques designed to achieve "the world's highest standards of safe operation." MOL also
26 publicly touted its values with, among other representations, the acronym "CHARTS," as described
27 herein. MOL also repeatedly issued press releases to reassure its current and prospective customers /
28 business partners of MOL's commitment to maintaining safe operations during the pandemic. These

1 press releases also reassured current customers / business partners that MOL would work with them
2 to mitigate any inconvenience caused by the pandemic.

3 48. ACN relied upon MOL's fraudulent advertising when it agreed to purchase MOL's
4 services. MOL's fraudulent advertising was likely to mislead a reasonable person and members of
5 the public.

6 49. ACN was harmed as a direct result of MOL's unfair, unlawful, and fraudulent
7 business practices because ACN was forced to pay for the use of MOL's wood chip vessels when, in
8 reality, ACN could not use those vessels for the reasons alleged herein.

9 50. ACN is entitled to equitable relief and restitution in an amount to be determined at
10 trial.

11 **SECOND CAUSE OF ACTION**

12 **Promissory Fraud**

13 51. ACN incorporates the foregoing allegations in paragraphs 1–39 as if fully set forth
14 herein.

15 52. ACN agreed to purchase MOL's transportation / freight services in 2021 based on
16 MOL's promises.

17 53. In order to induce ACN to purchase its services, MOL represented that it had the
18 expertise to ship ACN's goods to China. In marketing its services, MOL's materials stated that it
19 operates "the world's largest fleet of dry bulk carriers[,] [which include the types of carriers used to
20 transport wood chips], providing stable transport services that meet a full range of customer needs,
21 with versatile bulk carriers that can accommodate a wide variety of cargoes and various types of
22 dedicated vessels built from the design stage for the most economical and efficient transport in
23 consideration of the characteristics of the specific cargo and the conditions of the loading and
24 unloading ports."

25 54. MOL also marketed its shipping services to ACN by claiming that it had developed a
26 culture of safety, which employs techniques designed to achieve "the world's highest standards of
27 safe operation."
28

1 55. MOL also touted its values with, among other representations, the acronym
2 “CHARTS,” as described herein.

3 56. MOL also repeatedly issued press releases to reassure its current and prospective
4 customers (including ACN) of MOL’s commitment to maintaining safe operations during the
5 pandemic. These press releases also reassured current customers / business partners that MOL would
6 work with them to mitigate any inconvenience caused by the pandemic. For example, on March 9,
7 2020 and March 19, 2020, MOL issued press releases stating that the company “mak[es] its top
8 priority and the health and safety of customers” On April 3, 2020, MOL issued a press release
9 stating its commitment to “ensur[ing] the operational safety and navigation and stable transportation
10 of vessels operated in our company.” The press release further stated that “MOL’s mission still
11 stands . . . and we aim in balancing efforts to prevent the spread of infection with meeting customer
12 demand and providing stress-free services through safe and stable transportation.” On May 29, 2020
13 and June 17, 2020, MOL issued press releases stating that it “will continue to give top priority and to
14 ensure the safety of its officers, employees and related parties” and “will continue to contribute to the
15 society and global economic growth and development though safe and stable transportation,” and will
16 work to “avoid inconvenience to . . . business partners and related parties.” On July 29, 2020 and
17 November 30, 2020, MOL issued press releases reiterating that it would “continue to give top priority
18 and to ensure the safety of its officers, employees and related parties.” Those press releases also
19 stated that “MOL will take all possible measures not to cause any inconvenience to our business
20 partners and related parties.”

21 57. MOL did not intend to uphold any of these promises when MOL made them.

22 58. MOL intended for ACN to rely on these promises.

23 59. ACN reasonably relied on these promises when it agreed to purchase MOL’s services.

24 60. After ACN agreed to purchase MOL’s services, MOL failed to uphold these promises
25 by insisting that ACN use MOL’s wood chip vessels during the height of pandemic lockdowns in
26 China, in potential violation of China’s COVID-19 restrictions. MOL also failed to uphold these
27 promises when it continued to charge ACN an unconscionable price to charter MOL’s vessels, when
28

1 it was impossible for ACN to do so without the risk of endangering its personnel or violating China's
2 COVID-19 restrictions.

3 61. ACN was harmed a result of MOL's conduct because, among other things, ACN was
4 forced to pay for the use of MOL's wood chip vessels when, in reality, ACN could not use those
5 vessels for the reasons alleged herein.

6 62. ACN's reliance on MOL's promises is a substantial factor in causing ACN's harm.
7 ACN is entitled to equitable relief and damages in an amount to be determined at trial.

8 **THIRD CAUSE OF ACTION**

9 **Negligent Misrepresentation**

10 63. ACN incorporates the foregoing allegations in paragraphs 1 – 39 as if fully set forth
11 herein.

12 64. MOL represented to ACN that it had the expertise to ship ACN's goods to China.
13 MOL's corporate brochure stated that it operates "the world's largest fleet of dry bulk carriers[,]
14 [which include the types of carriers used to transport wood chips], providing stable transport services
15 that meet a full range of customer needs, with versatile bulk carriers that can accommodate a wide
16 variety of cargoes and various types of dedicated vessels built from the design stage for the most
17 economical and efficient transport in consideration of the characteristics of the specific cargo and the
18 conditions of the loading and unloading ports."

19 65. MOL also marketed its shipping services to ACN by claiming that it had developed a
20 culture of safety, which employs techniques designed to achieve "the world's highest standards of
21 safe operation."

22 66. MOL also touted its values with, among other representations, the acronym
23 "CHARTS," as described herein.

24 67. MOL also repeatedly issued press releases to reassure its current and prospective
25 customers (including ACN) of MOL's commitment to maintaining safe operations during the
26 pandemic. These press releases also reassured current customers (referred to as "business partners")
27 that MOL would work with them to mitigate any inconvenience caused by the pandemic. For
28 example, on March 9, 2020 and March 19, 2020, MOL issued press releases stating that the company

1 “mak[es] its top priority and the health and safety of customers” On April 3, 2020, MOL issued
2 a press release stating its commitment to “ensur[ing] the operational safety and navigation and stable
3 transportation of vessels operated in our company.” The press release further stated that “MOL’s
4 mission still stands . . . and we aim in balancing efforts to prevent the spread of infection with
5 meeting customer demand and providing stress-free services through safe and stable transportation.”
6 On May 29, 2020 and June 17, 2020, MOL issued press releases stating that it “will continue to give
7 top priority and to ensure the safety of its officers, employees and related parties” and “will continue
8 to contribute to the society and global economic growth and development though safe and stable
9 transportation,” and will work to “avoid inconvenience to . . . business partners and related parties.”
10 On July 29, 2020 and November 30, 2020, MOL issued press releases reiterating that it would
11 “continue to give top priority and to ensure the safety of its officers, employees and related parties.”
12 Those press release also stated that “MOL will take all possible measures not to cause any
13 inconvenience to our business partners and related parties.”

14 68. MOL’s aforementioned representations were not true. Contrary to these
15 representations, MOL insisted that ACN use MOL’s wood chip vessels during the height of pandemic
16 lockdowns in China, in potential violation of China’s COVID-19 restrictions. MOL also continued to
17 charge ACN an unconscionable price to charter MOL’s vessels, when it was impossible for ACN to
18 do so without the risk of endangering its personnel or violating China’s COVID-19 restrictions.

19 69. MOL owed ACN a duty not to make these misrepresentations because they were
20 conveyed in a commercial setting for business purposes, and MOL was a party to a business
21 transaction with ACN.

22 70. MOL had no reasonable grounds to believe these misrepresentations were true when it
23 made them.

24 71. MOL made these misrepresentations with the intent that ACN rely on them.

25 72. ACN reasonably relied on these misrepresentations.

26 73. ACN was harmed a result of MOL’s conduct because, among other things, it was
27 forced to pay for the use of MOL’s wood chip vessels when, in reality, ACN could not use those
28 vessels for the reasons alleged herein.

74. ACN's reliance on MOL's misrepresentations is a substantial factor in causing ACN's harm.

75. ACN is entitled to equitable relief and damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

Negligence

76. ACN incorporates the foregoing allegations in paragraph 1–39 as if fully set forth herein.

77. MOL owed ACN a duty to act fairly and reasonably in compliance with standard business practices in the shipping industry, and the laws of California and the United States, including, among other things, section 396 of the California Penal Code; sections 41102(c) and 41102(d)(2)(B) of the Shipping Act of 1984, as amended by the Ocean Reform Act of 1998, and as interpreted by the FMC's interpretative rules; and section 17200 *et seq.* of the California Business and Professions Code.

78. MOL breached that duty of care by charging ACN an unconscionable fee to charter MOL's wood chip vessels, and by insisting that ACN use those vessels at the risk of endangering ACN's personnel and at the risk of violating COVID-19 restrictions in China. MOL's violation of law in connection with the conduct described herein constitutes negligence per se.

79. ACN was harmed as a result of MOL's conduct because, among other things, ACN was forced to pay for the use of MOL's wood chip vessels when, in reality, ACN could not use those vessels for the reasons alleged herein.

80. ACN is entitled to compensatory damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

Unjust Enrichment

81. ACN incorporates the foregoing allegations in paragraphs 1–39 as if fully set forth herein.

82. ACN paid MOL for MOL to provide transportation / freight services.

83. ACN could not use those transportation / freight services for the reasons alleged herein.

84. It is unjust and unfair for MOL to retain ACN's payments for MOL's services, when MOL did not provide any service to ACN and ACN could not use those services for the reasons alleged herein.

85. ACN is entitled to restitution in an amount to be determined at trial

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment for Plaintiff and against Defendants, as follows:

- A. For compensatory damages in an amount to be proven at trial;
- B. For restitution in an amount to be proven at trial;
- C. For equitable relief, including an injunction prohibiting MOL from continuing to demand performance of its unconscionable agreement for shipping services and its related unfair and unlawful business practices;
- D. For an award of pre-judgment and post-judgment interest for the maximum amount allowed by law;
- E. For an award of costs;
- F. For an award of reasonable attorneys' fees; and
- G. For any and all other relief the Court deems just and proper.

DATED: August 14, 2023

GIBSON, DUNN & CRUTCHER LLP
JAMES J. FARRELL
DIANE CHAN
ZACHARY A. KADY

By: /s/ James J. Farrell
James J. Farrell

Attorneys for Plaintiff America Chung Nam, LLC

EXHIBIT D

SUMMONS
(CITACION JUDICIAL)FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:**
(AVISO AL DEMANDADO):

Mitsui O.S.K. Lines, Ltd. and MOL (Americas) LLC

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

America Chung Nam, LLC

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/14/2023 4:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

23ST CV 19358

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

James J. Farrell, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, (212) 351-4000

DATE:

08/14/2023

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) Y. Ayala (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

EXHIBIT E

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): James J. Farrell, CA SBN 166595 Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/17/2023 12:47 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Abraham, Deputy Clerk
TELEPHONE NO.: (212) 351-4000	FAX NO. (Optional): (212) 351-4035	
E-MAIL ADDRESS (Optional): JFarrell@gibsondunn.com		
ATTORNEY FOR (Name): Plaintiff America Chung Nam, LLC		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
PLAINTIFF/PETITIONER: America Chung Nam, LLC DEFENDANT/RESPONDENT: Mitsui O.S.K. Lines, Ltd, et al.		CASE NUMBER: 23STCV19358
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☒ Alternative Dispute Resolution (ADR) package
 - d. ☒ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): Notice of Case Assignment, Voluntary Efficient Litigation Stipulation, Amended Efilng Order
3. a. Party served (specify name of party as shown on documents served):
Mitsui O.S.K. Lines, Ltd, et al.
b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Kartik Pandya, Intake Spceialist
4. Address where the party was served:
c/o C.T. Corp., registered agent, 28 Liberty Street, 42nd Floor, New York, NY 10005
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): August 15, 20203 (2) at (time): 2:55 p.m.
 - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: America Chung Nam, LLC
 DEFENDANT/RESPONDENT: Mitsui O.S.K. Lines, Ltd, et al.

CASE NUMBER:
 23STCV19358

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (*specify*):
- c. ☐ as occupant.
- d. ☒ On behalf of (*specify*): Mitsui O.S.K. Lines, Ltd
 under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: Michael Keating c/o Keating & Walker Attorney Service, Inc.
- b. Address: 116 Nassau Street, Suite 816, New York, NY 10038
- c. Telephone number: (212) 964-6444
- d. The fee for service was: \$ 100.00
- e. I am:

- (1) ☒ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or

9. ☐ **I am a California sheriff or marshal** and I certify that the foregoing is true and correct.

Date: August 15, 2023

Michael Keating

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

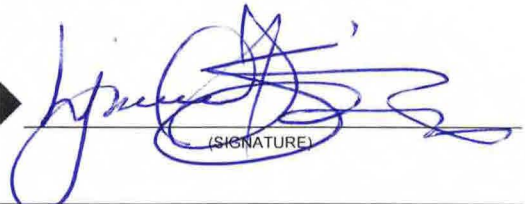

 (SIGNATURE)

EXHIBIT F



SUPERIOR COURT OF
CALIFORNIA
COUNTY OF LOS ANGELES

Plaintiff
AMERICA CHUNG NAM, LLC

Defendant
MITSUI O.S.K. LINES, LTD, ET AL

vs

DOCKET NO. 23STCV19358

AFFIDAVIT OF SERVICE
(for use by Private Service)

Cost of Service pursuant to R4:4-30

\$ _____

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/17/2023 12:52 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Abraham, Deputy Clerk

Person to be served: MITSUI O.S.K. LINES, LIMITED
C/O CT CORPORATION SYSTEM, REGISTERED AGENT
Address:
10 WOODBRIDGE CENTER
DRIVE, SUITE 1000
WOODBRIIDGE NJ 07095

Attorney: JAMES J. FARRELL, (CA SBN 166595)
GIBSON, DUNN & CRUTCHER LLP
200 PARK AVENUE
NEW YORK, NY 10166-0193

Papers Served:

SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, ADDENDUM AND STATEMENT OF LOCATION, NOTICE OF CASE ASSIGNMENT,
ALTERNATE DISPUTE RESOLUTION INFORMATION PACKAGE, FIRST AMENDED GENERAL ORDER, VOLUNTARY EFFICIENT LITIGATION STIPULATIONS,

Service Data:

Served Successfully ☒ Not Served _____ Date: 8/15/23 Time: 4:30pm Attempts: _____

_____ Delivered a copy to him/her personally

Name of Person Served and relationship/title

_____ Left a copy with a competent household
member over 14 years of age residing therein at place of abode.

Shannon Rosario

☒ Left a copy with a person authorized to accept
service, e.g. managing agent, registered agent, etc.

PERSON IN CHARGE AT THE OFFICE
OF THE REGISTERED AGENT OF
THE CORPORATION.

Description of Person Accepting Service:

Age: 46 Height: 5'5 Weight: 140 Hair: brown Sex: female Race: hisp.

Non-Served:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____

_____ Date _____ Time _____
_____ Date _____ Time _____

() Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this

16 day of Aug 2023

I, CARLOS PEREZ, was at
time of service a competent adult not having a direct
interest in the litigation. I declare under penalty
of perjury that the foregoing is true and correct.

Melissa Giambattista
Notary Signature

MELISSA GIAMBATTISTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/17/2024

Carlos Perez
Signature of Process Server

Date

8/16/23

DGR LEGAL, INC.
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 661849
File No. 06762-00001

EXHIBIT G

Attorney or Party without Attorney: JAMES J. FARRELL (SBN 166595) Gibson Dunn & Crutcher LLP 200 Park Ave New York, NY 10166 Telephone No: 212-351-5391 Attorney For: Plaintiff				For Court Use Only Electronically FILED by Superior Court of California, County of Los Angeles 8/17/2023 12:35 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Abraham, Deputy Clerk
Ref. No. or File No.: 06762-00001				
Insert name of Court, and Judicial District and Branch Court: In The Superior Court Of The State Of California County Of Los Angeles				
Plaintiff: AMERICA CHUNG NAM, LLC Defendant: MITSUI O.S.K. Lines, LTD.; MOL (Americas) LLC				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: 23STCV19358

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; COMPLAINT; NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE; ADR INFORMATION PACKAGE; FIRST AMENDED GENERAL ORDER; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS; ORDER PURSUANT TO CCP 1054(a)
3.
 - a. Party served: Mitsui O.S.K. Lines, Ltd.
 - b. Person served: DIANA RUIZ, CT CORPORATION SYSTEM, REGISTERED AGENT FOR SERVICE OF PROCESS.
4. Address where the party was served: 330 NORTH BRAND BOULEVARD SUITE 700, GLENDALE, CA 91203
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Tue, Aug 15 2023 (2) at (time): 12:40 PM
 - (1) ☒ (business)
 - (2) ☐ (home)
 - (3) ☐ (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. ☐ as an individual defendant.
 - b. ☐ as the person sued under the fictitious name of (specify):
 - c. ☐ as occupant.
 - d. ☒ On behalf of (specify): Mitsui O.S.K. Lines, Ltd.
 under the following Code of Civil Procedure section:

<input type="checkbox"/> 416.10 (corporation)	<input checked="" type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input type="checkbox"/> other:	



Attorney or Party without Attorney: JAMES J. FARRELL (SBN 166595) Gibson Dunn & Crutcher LLP 200 Park Ave New York, NY 10166 Telephone No: 212-351-5391 Attorney For: Plaintiff				For Court Use Only
Ref. No. or File No.: 06762-00001				
Insert name of Court, and Judicial District and Branch Court: In The Superior Court Of The State Of California County Of Los Angeles				
Plaintiff: AMERICA CHUNG NAM, LLC Defendant: MITSUI O.S.K. Lines, LTD.; MOL (Americas) LLC				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: 23STCV19358

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Douglas Forrest
- b. Address: **FIRST LEGAL**
200 WEBSTER STREET, SUITE 201
OAKLAND, CA 94607
- c. Telephone number: (415) 626-3111
- d. The fee for service was: 88.11
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor
- (ii) Registration No: 5141, Los Angeles
- (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

08/15/2023

(Date)



Douglas Forrest



Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
SERVICE
SUMMONS**

9372923
(6016213)
Page 2 of 2

EXHIBIT H



SUPERIOR COURT OF
CALIFORNIA
COUNTY OF LOS ANGELES

Plaintiff
AMERICA CHUNG NAM, LLC

Defendant
MITSUI O.S.K. LINES, LTD, ET AL

DOCKET NO. 23STCV19358

AFFIDAVIT OF SERVICE
(for use by Private Service)

Person to be served: MOL (AMERICAS) LLC
C/O CT CORPORATION SYSTEM, REGISTERED AGENT
Address:
10 WOODBRIDGE CENTER
DRIVE, SUITE 1000
WOODBRIIDGE NJ 07095

Cost of Service pursuant to R4:4-30

\$ _____

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/17/2023 12:54 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Abraham, Deputy Clerk

Attorney: JAMES J. FARRELL. (CA SBN 166595)
GIBSON, DUNN & CRUTCHER LLP
200 PARK AVENUE
NEW YORK, NY 10166-0193

Papers Served:

SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, ADDENDUM AND STATEMENT OF LOCATION, NOTICE OF CASE ASSIGNMENT,
ALTERNATE DISPUTE RESOLUTION INFORMATION PACKAGE, FIRST AMENDED GENERAL ORDER, VOLUNTARY EFFICIENT LITIGATION STIPULATIONS,

Service Data:

Served Successfully X Not Served _____ Date: 8/15/23 Time: 4:30pm Attempts: _____

_____ Delivered a copy to him/her personally

Name of Person Served and relationship/title

_____ Left a copy with a competent household
member over 14 years of age residing therein at place of abode.

Shannon Rosario

X Left a copy with a person authorized to accept
service, e.g. managing agent, registered agent, etc.

PERSON IN CHARGE AT THE OFFICE
OF THE REGISTERED AGENT OF
THE CORPORATION.

Description of Person Accepting Service:

Age: 46 Height: 5'5 Weight: 140 Hair: brown Sex: female Race: hisp.

Non-Served:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____

_____ Date _____ Time _____
_____ Date _____ Time _____

() Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this

16 day of Aug 2023

I, CARLOS PEREZ, was at
time of service a competent adult not having a direct
interest in the litigation. I declare under penalty
of perjury that the foregoing is true and correct.

Melissa Giambattista
Notary Signature

[Signature]
Signature of Process Server
Date 8/16/23



DGR LEGAL, INC.
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 661847
File No. 06762-00001

EXHIBIT I

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): James J. Farrell, CA SBN 166595 Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166 TELEPHONE NO.: (212) 351-4000 FAX NO. (Optional): (212) 351-4035 E-MAIL ADDRESS (Optional): JFarrell@gibsondunn.com ATTORNEY FOR (Name): Plaintiff America Chung Nam, LLC		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/17/2023 12:49 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Abraham, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
PLAINTIFF/PETITIONER: America Chung Nam, LLC DEFENDANT/RESPONDENT: Mitsui O.S.K. Lines, Ltd, et al.		CASE NUMBER: 23STCV19358
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☒ Alternative Dispute Resolution (ADR) package
 - d. ☒ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): Notice of Case Assignment, Voluntary Efficient Litigation Stipulation, Amended Efilng Order
3. a. Party served (specify name of party as shown on documents served):
MOL (Americas) LLC
 - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Kartik Pandya, Intake Specialist
4. Address where the party was served:
c/o C.T. Corp., registered agent, 28 Liberty Street, 42nd Floor, New York, NY 10005
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): August 15, 2023 (2) at (time): 2:55 p.m.
 - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: America Chung Nam, LLC
 DEFENDANT/RESPONDENT: Mitsui O.S.K. Lines, Ltd, et al.

CASE NUMBER:
 23STCV19358

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): MOL (Americas) LLC
 under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: Michael Keating c/o Keating & Walker Attorney Service, Inc.
- b. Address: 116 Nassau Street, Suite 816, New York, NY 10038
- c. Telephone number: (212) 964-6444
- d. The fee for service was: \$ 100.00
- e. I am:

- (1) ☒ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☐ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: August 15, 2023

Michael Keating

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

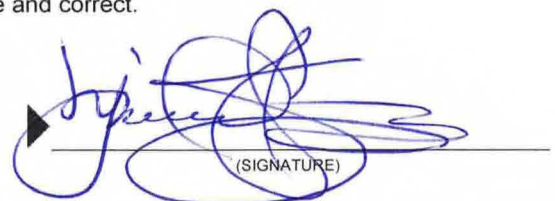

 (SIGNATURE)

EXHIBIT J

Attorney or Party without Attorney: JAMES J. FARRELL (SBN 166595) Gibson Dunn & Crutcher LLP 200 Park Ave New York, NY 10166 Telephone No: 212-351-5391 Attorney For: Plaintiff				For Court Use Only Electronically FILED by Superior Court of California, County of Los Angeles 8/17/2023 12:42 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Abraham, Deputy Clerk
Ref. No. or File No.: 06762-00001				
Insert name of Court, and Judicial District and Branch Court: In The Superior Court Of The State Of California County Of Los Angeles				
Plaintiff: AMERICA CHUNG NAM, LLC Defendant: MITSUI O.S.K. Lines, LTD.; MOL (Americas) LLC				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: 23STCV19358

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; COMPLAINT; NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE; ADR INFORMATION PACKAGE; FIRST AMENDED GENERAL ORDER; VOLUNTARY EFFICIENT LITIGATION STIPULATIONS; ORDER PURSUANT TO CCP 1054(a)
3.
 - a. Party served: MOL (Americas) LLC
 - b. Person served: DIANA RUIZ, CT CORPORATION SYSTEM, REGISTERED AGENT FOR SERVICE OF PROCESS.
4. Address where the party was served: 330 NORTH BRAND BOULEVARD SUITE 700, GLENDALE, CA 91203
5. I served the party:
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Tue, Aug 15 2023 (2) at (time): 12:40 PM
 - (1) ☒ (business)
 - (2) ☐ (home)
 - (3) ☐ (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. ☐ as an individual defendant.
 - b. ☐ as the person sued under the fictitious name of (specify):
 - c. ☐ as occupant.
 - d. ☒ On behalf of (specify): MOL (Americas) LLC
 under the following Code of Civil Procedure section:

<input type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input checked="" type="checkbox"/> other: LLC	



Attorney or Party without Attorney: JAMES J. FARRELL (SBN 166595) Gibson Dunn & Crutcher LLP 200 Park Ave New York, NY 10166 Telephone No: 212-351-5391 Attorney For: Plaintiff				For Court Use Only
Ref. No. or File No.: 06762-00001				
Insert name of Court, and Judicial District and Branch Court: In The Superior Court Of The State Of California County Of Los Angeles				
Plaintiff: AMERICA CHUNG NAM, LLC Defendant: MITSUI O.S.K. Lines, LTD.; MOL (Americas) LLC				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: 23STCV19358

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Douglas Forrest
- b. Address: **FIRST LEGAL**
200 WEBSTER STREET, SUITE 201
OAKLAND, CA 94607
- c. Telephone number: (415) 626-3111
- d. The fee for service was: 233.09
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor
- (ii) Registration No: 5141, Los Angeles
- (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

08/15/2023

(Date)



Douglas Forrest



Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
SERVICE
SUMMONS**

9372909
(6016208)
Page 2 of 2

EXHIBIT K

James J. Farrell, CA SBN 166595

#68

200 Park Avenue, New York, NY 10166

TELEPHONE NO.: (212) 351-4000

FAX NO. (Optional): (212) 351-4035

E-MAIL ADDRESS: JFarrell@gibsondunn.com

ATTORNEY FOR (Name): America Chung Nam, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

America Chung Nam, LLC v. Mitsui O.S.K. Lines, Ltd. et al.

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/14/2023 4:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

FOR COURT USE ONLY

CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)		<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 23STCV19358	
						JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): five
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 14, 2023

James J. Farrell

(TYPE OR PRINT NAME)

James J. Farrell

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE America Chung Nam, LLC v. Mitsui O.S.K. Lines, Ltd. et al.	CASE NUMBER 238TCV19358
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE America Chung Nam, LLC v. Mitsui O.S.K. Lines, Ltd. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE America Chung Nam, LLC v. Mitsui O.S.K. Lines, Ltd. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE America Chung Nam, LLC v. Mitsui O.S.K. Lines, Ltd. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE America Chung Nam, LLC v. Mitsui O.S.K. Lines, Ltd. et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 111 North Hill Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/14/2023


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

EXHIBIT L

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/14/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Ayala</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 23STCV19358

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Timothy Patrick Dillon	73					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 08/14/2023
 (Date)

By Y. Ayala, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

EXHIBIT M

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/15/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>D. Ortiz</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: America Chung Nam, LLC		
DEFENDANT: Mitsui O.S.K. Lines, LTD, et al.		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 23STCV19358

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 01/04/2024	Time: 8:30 AM	Dept.: 73
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 08/15/2023



Timothy Patrick Dillon

Judicial Officer

CERTIFICATE OF SERVICE Timothy Patrick Dillon / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

James J. Farrell
200 Park Avenue
New York, NY 10166

David W. Slayton, Executive Officer / Clerk of Court

Dated: 08/15/2023

By D. Ortiz
Deputy Clerk

**NOTICE OF
CASE MANAGEMENT CONFERENCE**

EXHIBIT N



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a “Resource List Mediation” for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com (213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion.

They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

EXHIBIT O

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
By Rizalinda Mina, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
— MANDATORY ELECTRONIC FILING)
FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

- i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
- ii) Bonds/Undertaking documents;
- iii) Trial and Evidentiary Hearing Exhibits
- iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efile is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

EXHIBIT P

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



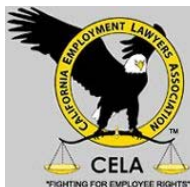
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the “Alternative Dispute Resolution (ADR) Information Package” served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under “Civil” and then under “General Information”).
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under “Civil”, click on “General Information”, then click on “Voluntary Efficient Litigation Stipulations”.
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled “Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties’ efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

General Order Re)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation)	EXTENDING TIME TO RESPOND BY
Stipulations)	30 DAYS WHEN PARTIES AGREE
)	TO EARLY ORGANIZATIONAL
)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

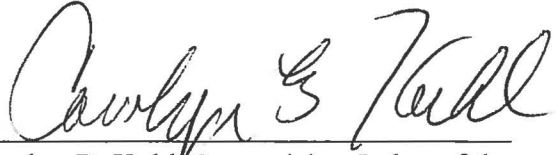

Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court

EXHIBIT Q

1 Conte C. Cicala (SBN 173554)
conte.cicala@withersworldwide.com

2 **Withers Bergman LLP**
909 Montgomery Street, Suite 300
3 San Francisco, California 94133
Telephone: 415.872.3200
4 Facsimile: 415.549.2480

5 Attorney for Defendants Mitsui O.S.K. Lines, Ltd.,
MOL (Americas) LLC, and MOL Drybulk, Ltd.
6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
9

10 AMERICA CHUNG NAM, LLC,

11 *Plaintiff,*

12 v.

13 MITSUI O.S.K. Lines, LTD., MOL
(Americas) LLC, and MOL DRYBULK,
14 LTD.,

15 *Defendants.*
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Case No. 23STCV19358

NOTICE OF REMOVAL OF ACTION

Complaint Filed: August 14, 2023
Trial Date: None

TO THE COURT AND TO PLAINTIFF AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendants Mitsui O.S.K. Lines, Ltd. (“MOL”), MOL (Americas) LLC (“MOLAM”), and MOL Drybulk, Ltd. (“MOL Drybulk”) (collectively “Defendants”) have removed this case from the Superior Court of California, County of Los Angeles, to the United States District Court for the Central District of California. True and correct copies of Defendants’ Notice of Removal of Action, Civil Cover Sheet, and Notice of Interested Parties are attached hereto as Exhibits A, B and C, respectively.

DATED: September 14, 2023

WITHERS BERGMAN LLP

By: /s/ Conte C. Cicala
Conte C. Cicala
*Attorney for Defendants Mitsui O.S.K. Lines, Ltd.,
MOL (Americas) LLC, and MOL Drybulk, Ltd.*